



### I.1 Sale of Government Property Negotiated Sales Contract (JAN 01'

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER SP0833-01-S-		PAGE of Pages	
<p>This contract is entered into by and between the United States of America, hereinafter called the "Government ," represented by the Contracting Officer executing this contract and the Contractor below identified. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of the Solicitation. In the event of a conflict between the terms of the Solicitation and this Negotiated Sales Contract, the terms of the Negotiated Sales Contract govern.</p>					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Unit(s))	UNIT	UNIT PRICE	AMOUNT
CONTRACT REMOVAL PERIOD EXPIRES ON:					
EXECUTION BY CONTRACTOR			EXECUTION BY GOVERNMENT		
DATE (Day, Month, Year)		UNITED STATES OF AMERICA		DATE:	
NAME OF CONTRACTOR		BY:			
ADDRESS (Street, City, State & Zip Code) (Type or Print)		NAME AND TITLE OF CONTRACTING OFFICER			
Telephone Number:					
Facsimile Number:					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)		Contracting Officer                      DNSC-C			

### **I.3 Certificate of Independent Price Determination (JAN 01)**

**a.** The offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

**b.** Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs **a.(1)** through **a.(3)** above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs **a.(1)** through **a.(3)**, above

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*(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or offer, and the title of his or her position in the offeror's organization);*

- (ii) As an authorized agent, does certify that the principals named in subdivision **b.(2)(i)** above have not participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above.

**c.** If the offeror deletes or modifies subparagraph **a.(2)** above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JAN 01)**

- a. (1) The Offeror certifies, to the best of its knowledge and belief, that -
- (i) The Offeror and/or any of its Principals -
    - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
    - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision **a. (1)(i)(B)** of this provision.
    - (D) Are ☐ are not ☐ presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
    - (E) Have ☐ have not ☐ within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.
  - (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) If the Offeror answers affirmatively to **(a)(1)**, above, the Offeror shall include in its offer an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b.** The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c.** A certification that any of the items in paragraph **a.** of this provision exists will not necessarily result in withholding of an award under this Solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- d.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph **a.** of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e.** The certification in paragraph **a.** of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Solicitation for default.